

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dynamix, Inc.		05/16/2001	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Sierra On-Line, Inc.
Street Address:	3060 139th Avenue SE
City:	Bellevue
State/Country:	WASHINGTON
Postal Code:	98005
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number
Registration Number:	1786875
Registration Number:	2014213
Registration Number:	2108037
Registration Number:	2032545
Registration Number:	1877748
Registration Number:	1877749
Registration Number:	2010495
Registration Number:	1903648
Registration Number:	1786876
Registration Number:	1811603
Registration Number:	1725907
Registration Number:	1724720

Registration Number:	1679024
Registration Number:	1569918
Serial Number:	74494104

CORRESPONDENCE DATA

Fax Number: (310)431-4430

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: stacey.gordon@vugames.com

Correspondent Name: Rod A. Rigole

Address Line 1: 6080 Center Street

Address Line 2: 10th Floor

Address Line 4: Los Angeles, CALIFORNIA 90045

ATTORNEY DOCKET NUMBER:	SIERRA ASSIGNMENT
NAME OF SUBMITTER:	Rod A. Rigole

Total Attachments: 6

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Execution Copy**DYNAMIX, INC. U.S. TRADEMARK ASSIGNMENT**

This U.S. Trademark Assignment (this "Assignment") is made as of _____, 2000, by Dynamix, Inc., a California corporation ("Assignor") to Sierra On-Line, Inc., a Delaware corporation ("Assignee").

RECITALS

A. Assignor, Assignee and certain other parties have entered into the Agreement and Plan of Merger dated as the date hereof (the "Agreement").

B Pursuant to Section 6 of the Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the trademarks registered and the trademark applications filed with the United States Patent and Trademark Office set forth on Exhibit A hereto and any common law trademarks (collectively the "Trademarks"), together with the goodwill of the business pertaining thereto.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Agreement and the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Agreement, Assignor hereto agrees as follows:

1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business pertaining thereto, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Trademarks, along with the right to sue for and collect such damages for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue trademarks or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

3. Assignor hereby promises and agrees to communicate to the said Assignee and its successors, assigns and legal representatives any facts known to Assignor respecting said Trademarks, and to testify in any legal proceeding, sign all lawful papers, make all rightful oaths and generally do everything possible to aid the said Assignee and its successors, assigns and legal representatives to obtain and enforce proper protection for said Trademarks.

4. To comply with the regulations for recording of this Assignment, the parties hereby authorize and request the law firm of Gibson, Dunn & Crutcher LLP to correct any errors in this Assignment or insert any further identification or other information necessary or desirable to make this Assignment suitable for recording in the United States Patent & Trademark Office when such identification or information becomes known.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment.

Dynamix, Inc.

By: 

Name: David Grenewetzki

Title: President

Date: _____

Sierra On-Line, Inc.

By: 

Name: David Grenewetzki

Title: President

Date: _____

Acknowledgment by Notary PublicState of CaliforniaCounty of Los Angeles

On this 16th day of May, 2001, before me, the undersigned Notary Public, personally appeared David Gronowetzki, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:

Signature:

Name:

Tricia Stephens
Tricia Stephens

, Notary Public



EXHIBIT A

Dynamix, Inc.

U.S. Trademarks

Mark	Status	Reg. No. or Serial No.	Int'l. Class
Outdoor Sportsman (Words Only)	Registered	2108037	28,41
Aces of the Deep (Words Only)	Registered	2014213	28
CAMS (Words only)	Registered	2032545	28
Aces Over Europe (Words Only)	Registered	1877748	28
WWII: 1946 (Words Only)	Registered	1877749	28
Silent Thunder (Words Only)	Registered	2010495	28
Stellar 7: Draxon's Revenge (Words only)	Registered	1984450	28
Metaltech (Words Only)	Registered	1903648	28
Betrayal at Krondor (Words Only)	Registered	1870670	28
Aces of the Pacific	Registered	1786875	28
Great War Planes (Words Only)	Registered	1786876	28
Screen Antics (Words Only)	Registered	1790527	28
Front Page Sports (Words Only)	Registered	1854245	28

Mark	Status	Reg. No. or Serial No.	Int'l Classes
A-10 Tank Killer (Words Only)	Registered	1725907	28
Willy Beamish (Words Only)	Registered	1724720	28
Heart of China (Words Only)	Registered	1823471	9, 28
Rise of the Dragon (Words Only)	Registered	1823471	9, 28
Red Baron (Words Only)	Registered	1679024	28
Dynamix (Words Only)	Registered	1569918	28
Alien Legacy (Words Only)	Allowed Intent to Use	74-494104	28
Run Silent, Run Deep (Words Only)	Abandoned no Statement of use	74-564486	28
Camera Angle Management System (Words Only)	Abandoned	74-510249	28
Sid & Al's Incredible Toons	Abandoned	74-504002	28
Herculan (Words Only)	Abandoned No statement of use	74-482465	28
Take Three (Words Only)	Abandoned No statement of use	74-466871	28
Virtual Tournament (Words Only)	Abandoned No statement of use	74-454427	28
Stellar Fire (Words Only)	Abandoned No statement of use	74-388639	28
Quark's and Quaysoo's	Abandoned	74-361300	28

<i>Mark</i>	<i>Status</i>	<i>Reg. No. or Serial No.</i>	<i>Int'l Classes</i>
Hyper Math (Words Only)	No statement of use		
Red Baron: Mission Builder (Words Only)	Abandoned Defective statement	74-333121	28
WWII: 1946 (Words Only)	Abandoned No statement of use	74-333892	28
Aces Over Europe (Words Only)	Abandoned No statement of use	74-333906	28
Willy Beamish (Words Only)	Abandoned No statement of use	74-116864	41
Operation Desert Shield (Words Only)	Abandoned	74-100932	28
Vivarium (Words Only)	Abandoned No statement of use	74-043411	28
Stellar 7 (Words Only)	Canceled Sec. 8	74-084469	28